

## SMOKED AND UNCUT FESTIVAL AUGUST 2017

### COMPETITION

#### **Terms and Conditions**

- 1) By entering this “Competition” you agree that you have read and understood these “Terms and Conditions” alongside, and in addition to, any specific terms which are included in the promotion or message about that Competition and agree that you will be bound by them. These Terms and Conditions govern your relationship with Home Grown Hotels Limited (whose registered address is Clayhill, Beechen Lane, Lyndhurst, Hampshire, SO43 7DD Company number 07659273) and is no way sponsored, endorsed, administered or associated with Twitter, Instagram or Facebook. These Terms and Conditions and the terms and conditions of Twitter <https://twitter.com/tos> and the terms and conditions of Facebook <http://www.facebook.com/policies/?ref=pf> and the terms and conditions of Instagram <https://help.instagram.com/478745558852511> and all other information provided prior to entering the Competition (the “Competition”) form part of the rules of entering this Competition (the “Rules”). Entering the Competition you agree that you have read, agree to and are bound by the Rules.

#### **Who can enter:**

- 2) You, as an entrant, must be resident in England, Scotland or Wales, aged 18 years old or over and be available from Friday 18<sup>th</sup> August until Sunday 20<sup>th</sup> August, 2017 inclusive, to go to the Event (as defined below). Home Grown Hotels Limited gives no warranty that the Competition will be available, valid, legal or appropriate for use in any other locations outside England, Scotland and Wales. Home Grown Hotels Limited its employees, immediate families and any of their subsidiaries and/or agencies associated with this Competition are ineligible to enter. Any such Entries will be invalid. Only one (1) Entry per person, Entries sent through agents, third parties or on behalf of another person or duplicate/bulk Entries are void and cannot be accepted.

#### **How to enter:**

- 3) Simply enter your name and your email address on the web-link provided: <http://www.smokedanduncut.com/>
- 4) Your standard telephone, internet, network and data charges will apply and you must have the bill payer’s permission prior to entering the Competition. The total cost will depend on your network.
- 5) The Competition will run from 9.00am GMT December 28<sup>th</sup>, 2016 (the “Starting Date”) and the “Closing Time” will be 12noon GMT on February 28<sup>th</sup>, 2017 (the “Closing Date”) (collectively the “Competition Period”). For the avoidance of doubt no entries will be counted before or beyond the Competition Period.
- 6) It is a requirement of the Competition that you are available on Friday 18<sup>th</sup> August until Sunday 20<sup>th</sup> August, 2017 inclusive, to attend the Smoked and Uncut Festival (THE PIG-near Bath, Hunstrete, Pensford, BS39 4NS (the “Event’’)). If you cannot attend the Event then you will be ineligible to enter this Competition.

#### **Winner selection, contact and delivery:**

- 7) Between 5pm and 8pm GMT on February 28<sup>th</sup>, 2017 the Winner will be randomly selected from all the eligible Entries, to win the Prize(s) (the “Winner’’).

- 8) The Winner will be contacted in person via the email address they provided on their respective Entry. Once notified the Winner may be required to provide Home Grown Hotels Limited for proof with their full name, home address, telephone/mobile number and date of birth, if not already provided. The Winner and their guest (who must also be aged 18 years old or over) may, in Home Grown Hotels Limited's absolute discretion, be required to sign all necessary waivers, consents, or permissions of any nature required by Home Grown Hotels Limited together with an agreement ratifying the rights granted to Home Grown Hotels Limited herein (and any other documents reasonably required by Home Grown Hotels Limited) (the "Required Agreement(s)"). The Winner must respond to Home Grown Hotels Limited's notification confirming their acceptance of the Prize within forty-eight (48) hours of Home Grown Hotels Limited sending the email. If the Winner cannot be contacted within forty-eight (48) hours on first notification attempt, or if a Winner rejects the Prize, or if a Winner cannot attend the Event; or if or the Winner fails to provide a valid address for delivery of the Prize or if a Winner's home address or email returns as "undeliverable", or if a Winner's telephone/mobile does not work, then Home Grown Hotels Limited reserves the right, at its sole discretion, to disqualify such Winner without any further liability to that person and offer the Prize to another entrant selected at random from all remaining eligible Entries. In the event that a Winner is unable for whatever reason to accept the Prize, or in the event of non-compliance with the Terms and Conditions, relevant laws, Rules and regulations and restrictions, or if the Required Agreement(s), if required, is/are not properly executed, Home Grown Hotels Limited shall be entitled at its discretion to disqualify such Winner, without any further liability to that person and the Prize will be forfeited and an alternative Winner may be selected at random from all remaining eligible Entries. Upon Prize forfeiture, no compensation will be given. You agree to comply fully with each provision in the Rules.
- 9) Home Grown Hotels Limited will endeavour to arrange delivery or for the Winner to collect the Prize on Friday 18<sup>th</sup> August PM, unless stated otherwise. Home Grown Hotels Limited, prize provider and their agents will not be liable where a Prize has been lost or stolen following delivery and such Prize will not be replaced.
- 10) For the avoidance of doubt any expenses not specified in these Terms and Conditions are the sole responsibility of each Winner, including without limitation travel and accommodation costs and food and drink.
- 11) Home Grown Hotels Limited (and its licensees, affiliates and assigns) accepts no responsibility for entries lost, damaged or delayed, or for any difficulty experienced in accessing or submitting your Entry. Late, damaged, defaced, illegible, incomplete or suspected fraudulent entries will not be accepted. Proof of dispatch of the Entry (whether electronic or postal) will not be accepted as proof of receipt by Home Grown Hotels Limited.

**Prize:**

The Prize(s) (subject to availability) is:

- Free entry to the Event on Saturday 19<sup>th</sup> August to Sunday 20<sup>th</sup> August, 2017 inclusive for two (2) adults; and
- Free luxury Bell-tent accommodation for Friday 18<sup>th</sup> August and Saturday 19<sup>th</sup> August, 2017 inclusive night for two (2) adults; and
- Full campfire breakfasts for two (2) adults each morning of Saturday 19<sup>th</sup> August, 2017 and Sunday 20<sup>th</sup> August, 2017 including, if you would like, one Bloody Mary cocktail each, per day; and
- A free exclusive Chase Hamper including a bottle of vodka, a bottle of gin and a few mixers; and

- Free VIP night food feast dinner on Friday 18<sup>th</sup> August, 2017 at the venue.
- 12) There is no alternative Prize. The Prize is non-changeable, non-transferable, non-refundable and is not for re-sale. Home Grown Hotels Limited reserves the right to change the Prizes or any part of the Prize (to an alternative Prize or part of the Prize of equal or greater value) for any reason, in its sole discretion.
- Liability:**
- 13) Home Grown Hotels Limited does not accept responsibility or liability for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in the Competition or from accepting any Prize whether due to any error, omission or other caused by Home Grown Hotels Limited or its employees, agents or others, provided that nothing in the Rules shall exclude or limit Home Grown Hotels Limited's liability for death or personal injury caused by its staff or supplier's negligence or for proven fraud.
- 14) Home Grown Hotels Limited acknowledge that the Prize contains alcohol, however, it does not does not accept responsibility or liability for the Winner and his/her guest use and consumption of the alcohol provided. Hotel Grown Hotels Limited supports the "Drink Responsibly" campaign alongside <https://www.drinkaware.co.uk/>
- 15) Entries that are incorrect or incomplete will be void. No refund will be made for the cost of any Entry. Home Grown Hotels Limited may refuse to award the Prize(s), or withdraw the Prize(s), in the event of your fraud, dishonesty or non-entitlement under the Rules.
- 16) By entering the Competition you warrant and represent that your Entry does not and shall not contain any material that, in Home Grown Hotels Limited's sole discretion (including but not limited to): (i) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, criminally obscene, pornographic, unlawful, blasphemous, defamatory, libelous, fraudulent, tortuous, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal or civil liability (such as breach of copyright), or could violate any law, or that could otherwise be considered inappropriate; (v) constitute a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is harmful or invasive or may, or is intended to damage or hijack the operation of, or to monitor the use of, Home Grown Hotels Limited or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any non-public information about a company.
- 17) Home Grown Hotels Limited (and its licensees, affiliates and assigns) is not responsible for internet, network, telephone line or communication failures of any kind or for entries that are incomplete, corrupted, incomprehensible or not received before the Closing Date and Closing Time. Such entries will be void.
- 18) Home Grown Hotels Limited (and its licensees, affiliates and assigns) make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any participation in connection with this Competition. Home Grown Hotels Limited (and its licensees, affiliates and assigns) are not liable for any incorrect or inaccurate information, or other materials, whether caused or created by authorized web site users, by tampering or "hacking", or

“scrapping” or by any of the equipment, software, or programming related to the Competition and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to Competition. Additionally, Home Grown Hotels Limited is not liable for any cancellation of the Competition. The Winner accepts the Prize(s) entirely at their and their guests’ own risk. If, for any reason, the Competition is not capable of continuing as planned because of (including but not limited to) strikes, industry conditions, marketplace demands, flood, fire, “Act of God”, or any other causes which, in the sole opinion of Home Grown Hotels Limited (and its licensees, affiliates and assigns), could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Competition, Home Grown Hotels Limited (and its licensees, affiliates and assigns) reserves the right in its sole discretion to modify these Rules and/or to cancel, terminate, modify, or suspend the Competition.

- 19) You hereby agree to release and hold harmless Home Grown Hotels Limited , its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies and its respective employees, officers, directors, agents, representatives, shareholders and Prize’ partners (collectively, the “Releasees”) from any claims, actions, injury, loss or damages of any kind, including but not limited to, any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Competition, personal injury or death (except for liability for death, personal injury and damage or loss caused by negligence by Home Grown Hotels Limited , which is not excluded) resulting from participating in this Competition or from the acceptance, possession, or use or misuse of any Prize awarded or participation in any Prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and claims of third parties. Eligible participants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Competition or the Prize(s) awarded. Without limiting the generality of the foregoing, Releasees do not make any express or implied warranties or representations with respect to any promotional web site and Releasees shall not be liable for the consequences of any interruptions or errors related thereto. These terms give you specific legal rights. The provisions regarding implied warranties are void in some jurisdictions where implied warranties are prescribed by law.
- 20) Home Grown Hotels Limited cannot promise that the services relating to this Competition, will be free from errors or omissions nor that they will be available, uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond the control of Home Grown Hotels Limited. Home Grown Hotels Limited do not accept responsibility where all or any part of the service relating to the Competition is discontinued, modified or changed in any way.
- 21) Should one or more provision of these Terms and Conditions and Rules be unlawful, void, or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions and the remainder of the Terms and Conditions and Rules will remain in full force and effect.

- 22) Please note that by that entering the Competition you are consenting to Home Grown Hotels Limited using that Entry immediately and any rights you may have to withdraw from or cancel your Entry (including but not limited to under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) will be lost because the performance of our services is simultaneous and begins immediately once your Entry is completed.
- 23) Nothing in these Terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights you should contact your local Trading Standards Office or Citizen's Advice Bureau.

**Privacy and Data Collection:**

- 24) Information and personal data which is provided by you when you enter this Competition, will be held by Home Grown Hotels Limited and will be used in accordance with Home Grown Hotels Limited's privacy policy, for details [click here](#).
- 25) Unless you tell us otherwise, your details will not be shared with selected third parties for marketing. If you are a Winner your details will be shared with the Prize providers solely for the purpose of fulfilling the Prize and will be added to Home Grown Hotels Limited's mailing list and used in accordance with Home Grown Hotels Limited's published privacy policy from time to time, which you should read in advance at: <https://www.thepighotel.com/media/271519/the-pig-privacy-policy-final.pdf> You can remove your name from the mailing list at any time by "unsubscribe" at the bottom of the mailing newsletter you receive.
- 26) For the avoidance of doubt Home Grown Hotels Limited as the Competition promoter will be the Data Collector and the Data Processor of the personal data collected from you and/or third parties in order to enter you into the Competition and to include you on Home Grown Hotels Limited's mailing list.
- 27) By submitting your Entry to this Competition, you expressly permit Home Grown Hotels Limited (and its licensees, affiliates and assigns) to identify you as the contributor of such Entry and the content of such Entry to the Competition in any publication in any form, media or technology now known or later developed, unless you otherwise notify Home Grown Hotels Limited in writing at the time you submit your Entry.
- 28) By entering the Competition the Winner and his/her guest agrees to participate free of charge in such reasonable promotional activity and material as Home Grown Hotels Limited may require and it shall be a condition of being awarded the Prize(s) that such Winner and his/her guest must consent and agree to do so.
- 29) By entering the Competition, you hereby grant to Home Grown Hotels Limited (and its licensees, affiliates and assigns); a non-exclusive worldwide, royalty-free, perpetual and irrevocable licence without further payment, to use, edit, copy, transmit, display, exploit, manipulate, distribute, reproduce, make, sell or offer to sell; exercise all copyright, trademark, publicity and other proprietary rights (and to sub-licence such rights) to your Entry, you and your guests' likeness, your Twitter, Instagram and/or Facebook 'handle' (being your unique Twitter, Instagram or Facebook account name, as applicable), any photographs and/or video footage featuring you and your guest and taken in relation to the Prize and/or the Competition, and any information you provided or any part thereof, in any and all media (by any and all means now known or developed in the future), including without limitation, use on commercial audio or video products and all forms of advertising and merchandise.

- 30) For the avoidance of doubt, Winners' surnames and the county they live, may be disclosed to anyone requesting details of the Winners' within one (1) month of the Closing Date, by enclosing a stamped addressed envelope, to Home Grown Hotels Limited at Clayhill, Beechen Lane, Lyndhurst, Hampshire, SO43 7DD and marked Smoked and Uncut Festival Competition Winner.

**General:**

- 31) Although Home Grown Hotels Limited will use our reasonable endeavours to make sure that the Competition runs smoothly, Home Grown Hotels Limited reserves the right to cancel the Competition or amend these Terms and Conditions without notice in the event of circumstances outside its control, including without limitation, a major catastrophe, war, civil or military disturbance, strike, flood, earthquake or any actual, anticipated or alleged breach of any applicable law or regulation or any other similar event, or the postponement or cancellation of the Event. No liability shall attach to Home Grown Hotels Limited as a result thereof. If a sufficient number of eligible Entries (as determined by Home Grown Hotels Limited, in its sole discretion) are not received by the end of the Competition Period, Home Grown Hotels Limited reserves the right not to award the Prize.
- 32) Home Grown Hotels Limited decision on all matters relating to the Competition is final and Home Grown Hotels Limited will not enter into any correspondence regarding the Competition.
- 33) These Rules are governed by English law and by entering this Competition you submit to the exclusive jurisdiction of the courts of England.